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6 and Olive RHF Housing Partners, L.P.

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**  
11

12 HILL RHF HOUSING PARTNERS, L.P., a  
California limited partnership; OLIVE RHF  
13 HOUSING PARTNERS, L.P., a California limited  
partnership,

14 Petitioners/Plaintiffs,

15 vs.

16 CITY OF LOS ANGELES; DOWNTOWN  
17 CENTER BUSINESS IMPROVEMENT  
DISTRICT, a special assessment district in the  
18 City of Los Angeles; DOWNTOWN CENTER  
BUSINESS IMPROVEMENT DISTRICT  
19 MANAGEMENT CORPORATION, a California  
nonprofit corporation,

20 Respondents/Defendants.  
21

Case No.: BS138416  
[Assigned to Hon. Amy D. Hogue,  
Dept. 86]

PLAINTIFFS'/PETITIONERS' REPLY IN  
SUPPORT OF MOTION TO ENTER  
JUDGMENT PURSUANT TO C.C.P. SECTION  
664.6 AND GRANT ATTORNEY'S FEES AND  
COSTS OF \$7,150.00; DECLARATION OF  
HANA S. KIM

Date: January 31, 2018  
Time: 9:30 a.m.  
Place: Dept. 86

Complaint Filed: July 18, 2012

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**PLAINTIFFS'/PETITIONERS' REPLY IN SUPPORT OF MOTION TO ENTER JUDGMENT  
PURSUANT TO CCP § 664.6 AND GRANT ATTORNEY'S FEES AND COSTS**

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **PRELIMINARY STATEMENT**

4 The Settlement Agreement is enforceable against Defendant the City of Los Angeles  
5 (“the City”) for so long as DCBID continues to exist in its current formulation, pursuant to  
6 Paragraph 5 of the Settlement Agreement. Even when read in conjunction with Paragraph 2 and  
7 6, as the City argues, Paragraph 5 clearly entitles Plaintiffs/Petitioners Hill RHF Housing  
8 Partners, L.P. and Olive RHF Housing Partners, L.P. (collectively, “RHF”) to reimbursements  
9 from the City for any assessments paid to DCBID for so long as: (1) the Plaintiffs remain the  
10 owners of the subject properties, which they are; and (2) DCBID continues in the same  
11 formulation, which it does. Paragraph 2, which provides the context from which the underlying  
12 litigation arose, does not limit the scope of the Settlement Agreement to DCBID’s expired term  
13 which ended on December 31, 2017. Paragraph 6, which provides that the Settlement  
14 Agreement only applies to DCBID and no other business improvement district, also does not cut  
15 against the plain reading of Paragraph 5. As such, the Court must give effect to the plain  
16 language of Paragraph 5.

17 The City, throughout its opposition, concedes that DCBID has been in existence and has  
18 continued to provide the same services since 1997. Because its boundaries, services, and name  
19 are all the same, it continues in the same formulation. Faced with this reality, the City tries to  
20 equate “formulation” with “methodology,” which is a false equivalency. However, even under  
21 the City’s definition, the prior and renewed DCBIDs are the same. DCBID has at all times been  
22 governed by the same law that requires business improvement districts to separate and quantify  
23 special benefits from general benefits, and the City concedes that the only difference between the  
24 expired DCBID term and the renewed DCBID term is that the former calculated general benefits  
25 as zero, whereas the latter calculated general benefits as a number other than zero. Accordingly,  
26 although the numbers may differ, the formulation and methodology are the same.

27 Finally, the Settlement Agreement was not jointly drafted, and the Settlement Agreement  
28 does not contain a term which deems the Settlement Agreement as jointly drafted. As such, to

1 the extent that any ambiguity exists, such ambiguity should be construed against the creator of  
2 that ambiguity, the City.

3 II.

4 **A PLAIN READING OF THE SETTLEMENT AGREEMENT SUPPORTS FINDING IN**  
5 **FAVOR OF CONTINUED ENFORCEMENT.**

6 In opposing RHF's Motion to Enter Judgment Pursuant to Code of Civil Procedure  
7 Section 664.6, the City tellingly minimizes Paragraph 5 of the Settlement Agreement, which is  
8 the only provision that specifically addresses the duration of the Settlement Agreement by  
9 providing:

10 In order to resolve the matters raised and described in the Litigation, the City will  
11 undertake to make the Plaintiffs whole for those assessments made by the DCBID  
12 against the properties owned by Plaintiffs at the time of the formation of the  
13 DCBID, as described in the Petition. **For so long as the Plaintiffs remain the**  
14 **owners of these properties, and the DCBID continues in its current**  
**formulation, the City will remit to Plaintiffs an amount sufficient to satisfy**  
**the amounts paid by Plaintiffs to the DCBID** as part of assessments set forth in  
the Engineer's Report and the Management Plan.

15 (Ex. 1 to D. Stouff Decl.). A plain reading of Paragraph 5 entitles Plaintiffs to continued  
16 reimbursements from the City for so long as DCBID continues to exist in the same formulation,  
17 through its acknowledged renewals.<sup>1</sup> Because the plain reading of Paragraph 5 is so  
18 straightforward, the City chooses instead to divert the Court's attention to Paragraphs 2 and 6,  
19 which do not address the duration of the Settlement Agreement, and requests that the Court  
20 disregard the language in Paragraph 5. (Opposition at Page 2, Lines 6-11). So strongly does the  
21 plain reading of Paragraph 5 favor RHF that the City even tries to interpose terms into Paragraph  
22 5, citing Paragraph 5 as stating, "[T]he Settlement Agreement lasts 'so long as Petitioners remain  
23 the owners of these properties' during the five-year term of the 2013 DCBID." (Opposition at  
24 Page 6, Lines 24-25). However, there is no "during the five-year term of the 2013 DCBID"  
25 language in Paragraph 5, and the City's attempt to argue terms which do not exist is improper.

26  
27 <sup>1</sup> Based on this reading, the City is not obliged to make reimbursements forever, as the  
28 City contends. Rather, the City is obligated to pay the reimbursements for so long as DCBID  
continues to exist in its current formulation. This is not an indefinite or ambiguous term.

1 Furthermore, consideration of Paragraphs 2 and 6 – and the remaining four corners of the  
2 Settlement Agreement – does not alter the plain reading of the contractual language to limit the  
3 Settlement Agreement to DCBID’s expired term, which ended on December 31, 2017. RHF  
4 should prevail.

5 **A. Paragraph 2 Does Not Cut Against RHF’s Plain Reading Argument.**

6 The City argues that according to the Settlement Agreement, and specifically Paragraph  
7 2, “[t]he only assessments the City must pay are those ‘set forth in an Engineer’s Report and a  
8 Management District Plan’ attached to the Petition in this matter, i.e., the 2012 Engineer’s  
9 Report and the 2012 District Plan.” (Opposition at Page 4, Lines 18-20). However, Paragraph 2,  
10 while specifically referencing the 2012 Engineer’s Report and 2012 Management District Plan as  
11 part of the context of the underlying litigation, does not limit the City’s reimbursement  
12 obligations to RHF’s assessments set forth in the 2012 Engineer’s Report and 2012 Management  
13 District Plan. Rather, Paragraph 2 simply and succinctly provides the background from which  
14 the litigation arose. By making the argument that according to Paragraph 2, the City’s payments  
15 terminate with the expired DCBID term, the City is essentially interposing new terms to the  
16 Settlement Agreement, which is improper.<sup>2</sup>

17 Similarly, the Court should disregard the City’s “maximum relief” argument, by which  
18 the City claims that the Settlement Agreement “gave [RHF] maximum relief a court could have  
19 provided: freedom from assessments relating to the 2013 DCBID [and therefore it] clearly and  
20 unambiguously applies only to the 2013 DCBID.” (Opposition at Page 7, Lines 7-9). This  
21 argument is flawed because neither the law nor the Settlement Agreement requires that the relief  
22 provided by the Settlement Agreement be limited to the maximum relief that could have been  
23 granted in the underlying litigation had the parties not settled. Indeed, had RHF not settled the  
24 lawsuit, the DCBID would likely have been invalidated completely for its noncompliance with  
25 California’s constitutional law governing business improvement districts. Granting RHF relief  
26 from future DCBID assessments was a small price to pay for the City.

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27 <sup>2</sup> Moreover, Paragraph 5 does *not* specify the 2012 Engineer’s Report or the 2012  
28 Management District Plan.

1 **B. Paragraph 6 Does Not Cut Against RHF's Plain Reading Argument.**

2 The City contends that, pursuant to Paragraph 6, the Settlement Agreement only concerns  
3 "the DCBID, adopted by ordinance of the City Council on June 19, 2012." (Opposition at Page  
4 8, Lines 18-20). However, the DCBID which was adopted by ordinance of the City Council on  
5 June 19, 2012 is the same DCBID which was admittedly renewed by ordinance of the City  
6 Council on June 7, 2017. (See Ex. 1 to H. Kim Decl. and Ex. G to D. Whitley Decl.). Indeed,  
7 both ordinances refer to DCBID simply as DCBID – not *this* DCBID or *that* DCBID. The  
8 language contained in all of the ordinances adopting DCBID for new terms, simply refers  
9 broadly and generally to DCBID as DCBID supporting RHF's contention that DCBID is not  
10 defined by its term (which is statutorily required to be renewed) or by the specific ordinance  
11 renewing its term. (Ex. 1 to H. Kim Decl. and Ex. A, Ex. B, Ex. D, and Ex. G to D. Whitley  
12 Decl.). Even the City admits to the continuity of DCBID from as early as 1997. (Opposition at  
13 Page 3, Line 14-15).

14 Paragraph 6, which provides, "This Agreement does not address any business  
15 improvement district except the DCBID adopted by ordinance of the City Council on June 19,  
16 2012," should be read as limiting the Settlement Agreement to DCBID, and no *other* business  
17 improvement district (e.g., the San Pedro Historic Waterfront Business Improvement District).  
18 A plain reading of Paragraph 6 does not result in an understanding that each time DCBID is  
19 renewed, it is a completely new and different entity. Thus, Paragraph 6, which limits the  
20 Settlement Agreement to DCBID and no other business improvement district, does not limit  
21 Paragraph 5 to mean that reimbursements are discontinued after December 31, 2017.

22 **C. Reading Paragraph 5 in the Context of the Entire Settlement Agreement Only**  
23 **Highlights That it Applies to Renewals.**

24 While it is true that Paragraph 2 refers to the 2012 Engineer's Report and 2012  
25 Management District Plan, and Paragraph 6 refers to the ordinance adopted by the City Council  
26 in 2012, the *lack* of these references in Paragraph 5 supports a finding that the enforceability of  
27 the Settlement Agreement was not intended to be tied to any specific DCBID term, but rather  
28 DCBID's continued existence. In other words, that specific references to the 2012 Engineer's

1 Report and 2012 Management District Plan and the June 2012 Ordinance adopting DCBID's  
2 term beginning on January 1, 2013, are found in neighboring provisions but *not* in Paragraph 5,  
3 only supports a finding that the reimbursement arrangement continues beyond the expired  
4 DCBID term.

5 **III.**

6 **THE CITY FAILS TO DEMONSTRATE THAT DCBID IS NOT CONTINUING IN THE**  
7 **SAME FORMULATION.**

8 Based on the discussion contained above, it is clear that Paragraph 5 cannot be ignored in  
9 determining the enforceability of the Settlement Agreement. As such, the issue becomes  
10 whether DCBID is continuing in its current formulation, in light of its recent renewal. The City  
11 has failed to show that the renewed DCBID is operating under a new formulation.

12 **A. The City Concedes That DCBID is "Continuing" Through its Renewal.**

13 The City contradicts its argument that the renewed DCBID is a distinct entity from the  
14 expired DCBID by conceding that "the evidence shows that the 2018 DCBID does not 'continue'  
15 or 'renew' the 2013 DCBID, but the 1997 DCBID. The 2018 DCBID 'renews' and 'continues' a  
16 line of DCBIDs that started no later than 1997." (Opposition at Page 2, Lines 13-15). The City  
17 also admits, "[S]omething named the DCBID has continued providing similar services since  
18 1997 . . . All of the DCBIDs have provided similar services (i.e., safety, cleaning, and district  
19 identity/marketing services, as well as administrative upkeep)." (Opposition at Page 3, Lines 14-  
20 23). Thus, the City acknowledges that DCBID has continued to exist and has been providing the  
21 same services since 1997. Just as a corporation or other entity is not defined by a new and  
22 specific fiscal year, DCBID should not be defined by its statutorily required renewed terms.

23 **B. Based on the City's Concessions, DCBID is Continuing in its Existing Formulation.**

24 The City acknowledges that during its various terms, DCBID, "until the most recent  
25 [renewal] had similar formulations and methodologies for assessing the cost of special benefits,"  
26 and argues that the renewed DCBID is different because it has "determined and calculated a  
27 general benefit that will not be paid by assessees." (Opposition at Page 3, Lines 23-26). In so  
28 stating, the City concedes that DCBID has been continuing in its "formulation" from at least

1 1997 to December 31, 2017. The critical distinction, according to the City, between the expired  
2 DCBID and the renewed DCBID, is the renewed DCBID's determination and calculation of  
3 general benefits. (Opposition at Page 13, Lines 16-17).

4 The City's argument is flawed, however, even assuming "methodology" is the same thing  
5 as "formulation," which RHF disputes. DCBID was always required by the law to determine  
6 and calculate general benefits. See Cal. Const. Art. XIII D, § 4(a); see also *Silicon Valley*  
7 *Taxpayers' Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008). And  
8 DCBID did determine and calculate general benefits in the 2012 Engineer's Report of the  
9 expired DCBID term. (See Pages 9-11 of Ex. 8 of S. Raucher Decl.). The fact that the 2012  
10 Engineer's Report quantified general benefits as zero while the 2018 Engineer's Report  
11 quantified general benefits as more than zero does not mean that DCBID is operating under a  
12 new formulation. The formula is the same, even though the numbers change.<sup>3</sup> Accordingly,  
13 even under the City's construction, DCBID continues in its same formulation.

#### 14 IV.

#### 15 **ANY AMBIGUITY SHOULD BE CONSTRUED AGAINST THE CITY**

16 The City cites *Mitchell v. Exhibition Foods*, 184 Cal.App.3d 1033 (1986), in arguing that  
17 a contract cannot be construed against either party when it results from joint drafting by both  
18 parties. However, the *Mitchell* court acknowledged that the trial court had made an express  
19 finding that the specific provision in question (i.e., not the entire contract but a specific  
20 provision, the right of first refusal) was jointly drafted by the parties and the parties did not  
21 challenge this determination. *Mitchell v. Exhibition Foods*, 184 Cal.App.3d 1033, 1042 (1986).  
22 For this reason, the Court of Appeal did not apply "the familiar principle that ambiguities and  
23 uncertainties are to be construed against the party who created them in drafting the contract." *Id.*

24  
25 <sup>3</sup> In Section D of its opposition, the City misstates RHF's position by stating that RHF is  
26 arguing that all of DCBID's future and past terms were the "subject matter of the Litigation  
27 between the parties," and that RHF is therefore barred from challenging the 2018 DCBID in  
28 Case No. BS170127. The City's request for judgment in its favor in Case No. BS170127 is  
obviously procedurally improper. But, in any event, this lawsuit, Case No. BS138416, only dealt  
with the 2012 Engineer's Report's failure to comply with the law, and the scope of the release in  
the Settlement Agreement only applied to the subject of this case. This does not mean, however,  
that the City's obligations under the Settlement Agreement are limited to DCBID's expired term.

1 Here, Paragraph 5 was created by the City. (K. Brooks Decl., ¶ 5). It was never changed. Thus,  
2 any ambiguities contained therein were also created by the City, and thus, should be construed  
3 against the City. It should also be noted that the Settlement Agreement does not contain any  
4 language that the instrument was jointly drafted. Implying such a provision would constitute the  
5 creation of a term which the parties did not agree to, which the Court may not do on a motion  
6 under Code of Civil Procedure Section 664.6. Thus, ambiguities, if any, contained in Paragraph  
7 5, should be construed against the City.

8 **V.**

9 **AN AWARD OF ATTORNEY'S FEES AND COSTS SHOULD BE LIMITED TO WHAT**  
10 **IS REASONABLE.**

11 The prevailing party in this proceeding is only entitled to reasonable attorney's fees and  
12 costs. *See* Code of Civ. Proc. § 1717. In its opposition, the City requests a total of \$16,406.25  
13 for nearly 25 hours of legal services in connection with opposing this motion. In contrast, RHF  
14 requested a total of \$7,150 for approximately 15 hours of legal services in connection with  
15 making this motion, including a Reply. The contrast in attorney's fees amounts supports a  
16 finding that the City's request, should it prevail, is unreasonable. The City Attorney dedicated  
17 almost 21 hours to drafting the opposition; however, 21 hours is unreasonable in light of the fact  
18 that this motion is simple and merely requires the application of general contract interpretation  
19 rules.

20 It should also be noted that the contrast between the City's request for fees and RHF's  
21 request for fees is due in part to the fact that the City's attorney claims RHF's lead attorney's  
22 billing rate of \$625 per hour. However, RHF's lead attorney's services constituted only a third  
23 of RHF's attorney's fees and costs – the remainder is attributed to an associate whose billing rate  
24 is \$305 per hour. Accordingly, in the unlikely event that the City prevails in opposing this  
25 motion, RHF requests that the Court use the associate attorney's billing rate in determining any  
26 attorney's fees and costs to the City, which would justify an award of no more than \$7,625.  
27 Alternatively, RHF requests that the Court use the rate that the City Attorney generally charges,  
28 \$550 per hour. (Decl. of D. Whitley, ¶11).



1 VI.

2 CONCLUSION

3 For the foregoing reasons, RHF requests that the Court enforce the DCBID Settlement  
4 Agreement against the City, pursuant to Code of Civil Procedure Section 664.6, and award  
5 \$7,150.00 in attorney's fees and costs to RHF.  
6

7 DATED: January 24, 2018

REUBEN RAUCHER & BLUM

8  
9 By: Hana S. Kim  
10 Hana S. Kim  
11 Attorneys for Plaintiffs/Petitioners  
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1. I am an attorney at law, duly licensed to practice in the State of California. I am an associate at the firm of Reuben Raucher & Blum, attorneys of record for Petitioner/Plaintiff Hill RHF Housing Partners, L.P. and Petitioner/Plaintiff Olive RHF Housing Partners, L.P. (collectively, "RHF"). I have direct personal knowledge of the facts set forth herein, and if called as a witness, I could and would competently testify to those facts under oath.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

*Hana S. Kim*  
HANA S. KIM

182171  
**ORDINANCE NO. \_\_\_\_\_**

An ordinance establishing the Downtown Center Property and Business Improvement District (District) and levying assessments, pursuant to the Provisions of the Property and Business Improvement District Law of 1994 (Division 18, Part 7, Streets and Highways Code, State of California).

**WHEREAS**, the Property and Business Improvement District Law of 1994 authorizes cities to establish Property and Business Improvement Districts for the purpose of levying assessments on real property for certain purposes; and

**WHEREAS**, petitions were filed by property owners in the Downtown Center business community who would pay more than 50 percent of the total amount of assessments to be levied, requesting that the City Council establish the Downtown Center Business Improvement District; and

**WHEREAS**, the City Council, on Tuesday, April 10, 2012 adopted Ordinance No. 182107 declaring its intention to establish the Downtown Center Business Improvement District and levy assessments; and

**WHEREAS**, the City Clerk gave notice, in the manner specified in Government Code Section 53753, to the record owner of each parcel subject to the levy of an assessment that a public hearing would be held on Tuesday, June 12, 2012 concerning establishment of the District; and

**WHEREAS**, the City Council held a public hearing concerning establishment of the District shortly after 10:00 a.m. on Tuesday, June 12, 2012 in the John Ferraro Council Chamber, Room 340, City Hall, 200 North Spring Street, Los Angeles, California; and

**WHEREAS**, the City Council has heard all testimony and received all evidence concerning the establishment of the District and desires to establish the District.

**NOW THEREFORE,**

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. ESTABLISHMENT OF DISTRICT AND LEVY OF ASSESSMENTS. The City Council hereby establishes the Downtown Center Business Improvement District and levies an assessment on each property within the District for each fiscal year referred to in the Management District Plan.

Sec. 2. MAJORITY PROTEST. The City Council hereby finds that there was no

majority protest against the establishment of the District and levy of assessments.

**Sec. 3. ADOPTION OF ENGINEER'S REPORT AND MANAGEMENT DISTRICT PLAN.** The City Council hereby reaffirms its adoption, approval, and confirmation of the Engineer's Report and the Management District Plan included in Council File No. 12-0422.

**Sec. 4. PARCELS WITHIN THE DISTRICT.** The City Council hereby reaffirms its finding that all parcels, which will have a special benefit conferred upon them and upon which an assessment is imposed, are identified in the Management District Plan.

**Sec. 5. PROPORTIONAL BENEFIT.** The City Council hereby reaffirms that the assessment imposed on each parcel does not exceed the reasonable cost of the proportional benefit conferred on that parcel.

**Sec. 6. SEPARATION OF GENERAL AND SPECIAL BENEFITS.** The City Council hereby reaffirms that it has separated the general benefits, if any, from the special benefits conferred on each parcel.

**Sec. 7. ASSESSMENTS SUPPORTED BY ENGINEER'S REPORT.** The City Council hereby reaffirms that all assessments are supported by a detailed Engineer's Report prepared by a registered professional engineer certified by the state of California.

**Sec. 8. DISTRICT BOUNDARIES.** The City Council hereby declares that the boundaries of the proposed District are as detailed in the Management District Plan. The Downtown Center BID consists of 65 blocks of the west, northwestern and central downtown area of Los Angeles; bounded by the 110 Harbor Freeway on the west, 1st Street on the north, Hill Street, Main Street and Los Angeles Street on the East and 9th Street and Olympic Boulevard on the south. All property within the approximate boundaries described above are included in the proposed District.

**Sec. 9. THE DISTRICT'S ASSESSMENT.** The City Council hereby reaffirms that the District's total assessment for five (5) years is \$32,897,952, and the District's total annual assessment for the first year is estimated to be \$5,953,700.

**Sec. 10. IMPROVEMENTS AND ACTIVITIES.** The City Council hereby reaffirms that the District's activities and improvements are detailed in the Management District Plan and include, but are not limited to: Clean and Safe, Economic Development and Marketing, Special Projects, Reserve, Delinquency and Administration.

**Sec. 11. FUNDING OF IMPROVEMENTS AND ACTIVITIES.** The City Council declares that the improvements and activities to be provided in the District will be funded by the levy of assessments on properties within the District. The revenue from

the levy of assessments within the District shall not be used to provide improvements and activities outside the District or for any purpose other than the purposes specified in Ordinance No. 182107. The District will not issue bonds.

Sec. 12. **BENEFIT TO PROPERTIES WITHIN THE DISTRICT.** The City Council finds and declares that the properties within the District will be benefitted by the improvements and activities funded by the assessments to be levied.

Sec. 13. The City Council declares that the properties within the District shall be subject to any amendments to the Property and Business Improvement District Law of 1994 (Division 18, Part 7, Streets and Highways Code, State of California).

Sec. 14. **DISTRICT OPERATIONAL PERIOD.** The District's operational period shall begin on January 1, 2013 and end on December 31, 2017.

Sec. 15. **PERIOD TO REQUEST DISESTABLISHMENT.** There shall be a 30-day period in each year of the District's operation during which property owners may request disestablishment of the District. The first period shall begin one year after the effective date of this ordinance and shall continue for 30 days. The next 30-day period shall begin two years after the effective date of this ordinance and continue for 30 days. For each successive year of the District's operation, the 30-day period shall begin on the anniversary of the effective date of this ordinance and continue for 30 days.

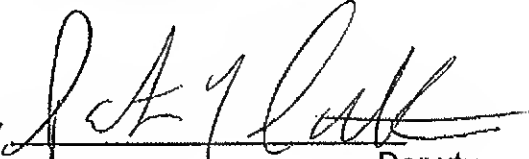
Sec 16. **SPECIAL FUND ESTABLISHMENT.** The revenue from the assessment shall be collected and placed in the Special Trust Fund to be established and to be known as the Downtown Center Business Improvement District Fund (Fund). All interest and other earnings attributable to assessments, contributions and other revenue deposited in the Special Fund shall be credited to the Fund.

Sec. 17. **AMENDMENT TO ENABLING STATUTE.** The properties and businesses within the District established by this Ordinance shall be subject to any amendments to the Property and Business Improvement District Law of 1994 (Division 18, Part 7, Streets and Highways Code, State of California).

Sec. 18. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of JUN 19 2012.

JUNE LAGMAY, City Clerk


By   
Deputy

Approved JUN 22 2012

  
Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By   
CHRISTY NUMANO-HIURA  
Deputy City Attorney

Date 5-10-12

Council File No. 12-0422

1 **PROOF OF SERVICE BY MAIL**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18  
4 and not a party to the within action; my business address is **12400 Wilshire Boulevard, Suite**  
5 **800, Los Angeles, California 90025.**

6 On January 24, 2018, I served the foregoing document described as:

7 **PLAINTIFFS'/PETITIONERS' REPLY IN SUPPORT OF MOTION TO ENTER**  
8 **JUDGMENT PURSUANT TO C.C.P. SECTION 664.6 AND GRANT ATTORNEY'S**  
9 **FEES AND COSTS OF \$7,150.00; DECLARATION OF HANA S. KIM**

10 on all interested parties in this action by placing a true copy thereof enclosed in sealed  
11 envelope(s) addressed as follows:

11 Daniel M. Whitley  
12 Deputy City Attorney  
13 City Hall East  
14 200 N. Spring Street, Room 920  
15 Los Angeles, CA 90012  
16 Telephone: (213) 978-7786  
17 Facsimile: (213) 978-7811  
18 Email: [daniel.whitley@lacity.org](mailto:daniel.whitley@lacity.org)

19 *Attorneys for City of Los Angeles*

Michael G. Colantuono, Esq.  
Ryan Thomas Dunn, Esq.  
Colantuono, Highsmith & Whatley, PC  
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Pasadena, CA 91101  
Telephone: (213) 542-5700  
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Email: [mcolantuono@chwlaw.us](mailto:mcolantuono@chwlaw.us)  
Email: [rdunn@chwlaw.us](mailto:rdunn@chwlaw.us)

*Attorneys for Downtown Center BID*  
*Management Corporation*





20 I am "readily familiar" with the firm's practice of collection and processing  
21 correspondence for mailing. Under that practice it would be deposited in U.S. Postal service on  
22 that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary  
23 course of business. I am aware that on motion of the party served, service is presumed invalid if  
24 postal cancellation date or postage meter date is more than one day after date of deposit for  
25 mailing in affidavit.

26 I declare under penalty of perjury under the laws of the State of California that the  
27 foregoing is true and correct.

28 Executed on January 24, 2018, at Los Angeles, California.

29   
Nathalie Quach

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EP14F July 2013  
OD: 12.5 x 9.5

FROM-

**P**

**PRIORITY MAIL 1-DAY™**

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STE 800  
12400 WILSHIRE BOULEVARD  
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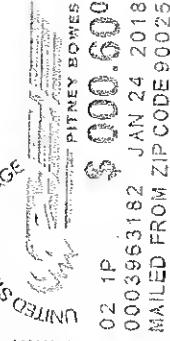
C018

MICHAEL G. COLANTUONO  
COLANTUONO, HIGHSMITH & WHATLEY  
STE 850  
790 E COLORADO BLVD  
PASADENA CA 91101-2109

USPS TRACKING #



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Meter Serial: 3963182 - METERED POSTAGE REQ

Ship Date: 01/24/2018  
Expected Delivery: 01/25/18  
Flat Rate Env  
Ref: 2035-187  
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